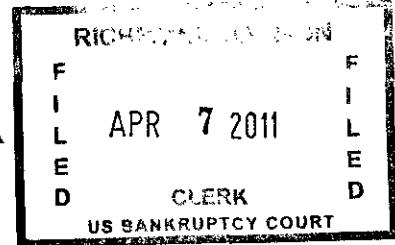


IN UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION



In re:

CIRCUIT CITY STORES, INC., et al.,

Debtors

Chapter 11

Case No. 08-35653-KRH
(Jointly Administered)

**RESPONSE TO THE LIQUIDATING TRUST'S
SIXTH OMNIBUS OBJECTION TO CLAIMS (DISALLOWANCE OF CERTAIN
INVALID UNLIQUIDATED CLAIMS AND FIXING OF CERTAIN UNLIQUIDATED CLAIMS)**

I am writing in response to the Liquidating Trustee's Objection to claim #14487. My claim is regarding my Original Employee Contract Agreement in which the original employee contract may have been converted into a securities' instrument and traded among investors as monetary value in the stock market.

My employment contract began October 13, 2000 and ended June 1, 2007 and under the UNIFORM COMMERCIAL CODE 403. Commercial Paper; Negotiable Instruments ...anything you put your signature on is a Negotiable Instrument under the Uniform Commercial Code. Therefore I believe the Debtors are using claimants' Original Signed Employee Agreement as a Security Instrument without consent and compensation after it was packaged with other like employee contracts to a pool of investors for gain of profit.

I did not have full disclosure that the debtors would alter the employee contract by adding unauthorized additional words and numbers converting it into a draft, thereby altering the terms the cost and risk under the contract. To prove the original employee contract is unaltered the debtors would need to present the original contract and any addendums added or attached along with bookkeeping entries before the court.

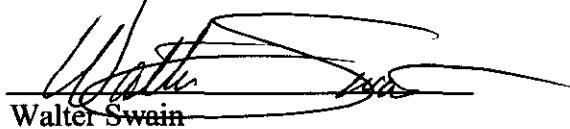
In the Objection, the Liquidating Trust declares without any substantiation or evidence that the "Debtors' books and records show no liability to claimant.

The Bankruptcy court should deny the Trustees Objection as it related to my administrative claim; being the debtors bookkeeping entries may have recorded my Employee Contract as an *asset* which would then require an *offsetting liability*. If debtors followed GAAP (General Accepted Accounting Principles) to this transaction then it must be recorded as an asset and as a liability for an offset. I am requesting a full accounting of debtors' books and the return of my original employee contract with any addendums added or attached.

Additionally the debtors are a publicly traded company it would make since they would follow GAAP. Having converted my employee contract into a security instrument the debtors securitized it by using it as collateral to issue their own company bonds for profit to a pool of investors.

Wherefore, I respectfully request that the Bankruptcy Court (i) deny the Objection as it relates to the Administrative Claim, (ii) deem the Administrative Claim against the Debtors allowable and with full disclosure over debtors bookkeeping entries for claimants remaining proceeds, and (iii) grant such other relief as the Bankruptcy Court deems just and proper.

Respectfully submitted,



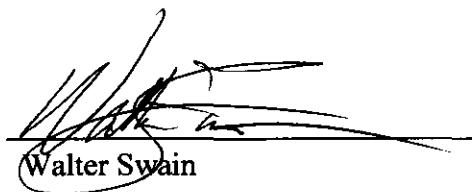
Walter Swain

VERIFICATION

State of Texas §
Tarrant County §

Before me, the undersigned authority notary, on this day personally appeared Walter Swain, the affiant, person's whose identity is known to me. After I administered an oath to affiant, affiant testified:

My name is Walter Swain. I am capable of making this verification. I have read the **THE LIQUIDATING TRUST'S SIXTH OMNIBUS OBJECTION TO CLAIMS (DISALLOWANCE OF CERTAIN INVALID UNLIQUIDATED CLAIMS AND FIXING OF CERTAIN UNLIQUIDATED CLAIMS)**. The facts stated in it are within my personal knowledge and are true correct and complete.



Walter Swain

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Response to be electronically filed with the Clerk of the Bankruptcy Court for the Eastern District of Virginia, Richmond Division, using the CM/ECF system, which thereby caused the above to be served electronically on all registered users of the CM/ECF system who have filed notices of appearance in this matter. I further certify that the foregoing Response was served via electronic mail, first class mail, and/or overnight mail on the parties listed below:

PACHULSKI STANG ZIEHL & JONES LLP Attn: Jeffrey N. Pomerantz, Esq. Andrew W. Caine, Esq. 10100 Santa Monica Boulevard Los Angeles, California 90067-4100 Email: jpomerantz@pszjlaw.com acaine@pszjlaw.com Telecopy: (310) 201-0760 Counsel for the Liquidating Trust	TAVENNER & Beran, PLC Attn: Lynn L. Tavenner, Esq. Paula S. Beran, Esq. 20 North Eighth Street, 2 nd Floor Richmond, Virginia 23219 Email: ltavenner@tb-lawfirm.com pberan@tb-lawfirm.com Telecopy: (804) 783-0178 Counsel for the Liquidating Trust
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Walter Swain
c/o 756 Granite Ridge Dr.
Fort Worth, Texas 76179

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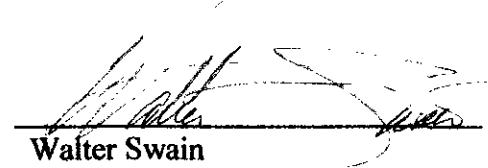
AFFIDAVIT OF WALTER SWAIN

State of Texas §
Tarrant County §

Before me, the undersigned authority notary, on this day personally appeared Walter Swain, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Walter Swain. I am over the age of 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I affirm my response to the Liquidating Trustee's Objection to claim #14487. My claim is regarding my Original Employee Contract Agreement in which the original employee contract may have been converted into a securities' instrument and traded among investors as monetary value in the stock market.
3. My employment contract began October 13, 2000 and ended June 1, 2007 and under the UNIFORM COMMERCIAL CODE 403. Commercial Paper; Negotiable Instruments ...anything you put your signature on is a Negotiable Instrument under the Uniform Commercial Code. Therefore I believe the Debtors are using claimants' Original Signed Employee Agreement as a Security Instrument without consent and compensation after it was packaged with other like employee contracts to a pool of investors for gain of profit.
4. I did not have full disclosure that the debtors would alter the employee contract by adding unauthorized additional words and numbers converting it into a draft, thereby altering the terms the cost and risk under the contract. To prove the original employee contract is unaltered the debtors would need to present the original contract and any addendums added or attached along with bookkeeping entries before the court.

5. In the Objection, the Liquidating Trust declares without any substantiation or evidence that the "Debtors" books and records show no liability to claimant.
6. The Bankruptcy court should deny the Trustees Objection as it related to my administrative claim; being the debtors bookkeeping entries may have recorded my Employee Contract as an *asset* which would then require an *offsetting liability*. If debtors followed GAAP (General Accepted Accounting Principles) to this transaction then it must be recorded as an asset and as a liability for an offset. I am requesting a *full accounting of debtors' books and the return of my original employee contract* with any addendums added or attached.
7. Additionally the debtors are a publicly traded company it would make since they would follow GAAP. Having converted my employee contract into a security instrument the debtors securitized it by using it as collateral to issue their own company bonds for profit to a pool of investors.
8. Wherefore, I respectfully request that the Bankruptcy Court (i) deny the Objection as it relates to the Administrative Claim, (ii) deem the Administrative Claim against the Debtors allowable and with full disclosure over debtors bookkeeping entries for claimants remaining proceeds, and (iii) grant such other relief as the Bankruptcy Court deems just and proper.



Walter Swain

Sworn to and Subscribe before me by Walter Swain on April 6th, 20 11.



Notary Public in and for the State of Texas

My Commission Expires: 6-24-2013

